

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING		PAGE 1 of 71	
2. CONTRACT NO.		3. SOLICITATION NO. DTFAAC-13-R-00225		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		5. DATE ISSUED 4 Dec 2012	
				6. REQUISITION/PURCHASE NO. (FAA Internal Use Only)			
7. ISSUED BY: FAA, Aviation, Medical, & Training Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm 377 P.O. Box 25082 Oklahoma City, OK 73125				8. ADDRESS OFFER TO (If other than Block 7) FAA, MMAC Multi-Purpose Building Room 313 6500 South MacArthur Boulevard Oklahoma City, OK 73169			
<b>8a. SOLICITATION : Flight Inspection Technical Support Services - Indefinite Delivery/Requirements</b>							
9. Offers in original and <u>see section L</u> copies for furnishing the supplies or services in the Schedule will be received at the place in the depository Item 8, or if hand-carried located in <u>Room 313, Multi-Purpose Building</u> until <u>3:30 pm</u> local time <u>15 Jan 2013</u> (Hour) (Date)							
<b>CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offerors are subject to all terms and conditions contained in this solicitation.</b>							
10. FOR INFORMATION CALL:		A. NAME Monique Pelletier monique.pelletier@faa.gov			B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-0693		
<b>11. TABLE OF CONTENTS</b>							
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<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	13	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	39
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<b>OFFER (must be fully completed by Offeror)</b>							
12. In compliance with the above, the undersigned agree, if this offer is accepted within _ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
						17. SIGNATURE	
						18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION DATA			
22. RESERVED				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM
24. ADMINISTERED BY (if other than item 7) FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB, Rm 369 P.O. Box 25082 Oklahoma City, OK 73125				25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA			28. AWARD DATE

**SECTION B**  
**SUPPLIES/SERVICES AND PRICE/COST**

The contractor shall furnish all personnel to provide Flight Inspection Services (FIS) Technical Services in accordance with the attached Performance Work Statement (PWS). Services will be established and priced as defined per CLIN. The contractor shall be paid for services performed in accordance with Schedule B:

**BASE CONTRACT YEAR**  
**May 21, 2013 through May 20, 2014**

<b>CLIN</b>	<b>Supplies/Services</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Amount</b>
<b>1.0</b>	<b>PHASE IN</b>	<b>1</b>	<b>JOB</b>	<b>\$ To Be Determined (TBD)</b>

<b>2.0</b>	<b>LABOR HOUR TECHNICAL SERVICES PROGRAM SUPPORT</b>	<b>\$ _____</b>
	In accordance with the PWS dated	(estimated)
	10/01/12 paragraphs 6 thru 8.	
	Fixed Price (Hourly Rates)	

**RATE TABLE - HOURLY COMPOSITE RATES**

<b>Labor Category</b>	<b>Annual Estimate</b>	<b>Unit</b>	<b>Rate</b>	<b>Est. Amount</b>
Project Manager	1	Job	____ Not Separately Priced ____	
Junior Program Analysts	7,360	Hr	\$ _____	\$ _____
Journeyman Program Analyst	1,840	Hr	\$ _____	\$ _____
Junior Logistics Specialist	1,840	Hr	\$ _____	\$ _____
Dispatch Operations Specialist	736	Hr	\$ _____	\$ _____
Journeyman Information Engineer	1,840	Hr	\$ _____	\$ _____
Senior Functional Analyst	1,840	Hr	\$ _____	\$ _____
Junior Functional Specialist	3,140	Hr	\$ _____	\$ _____
Journeyman Functional Specialist	200	Hr	\$ _____	\$ _____
Senior Functional Specialist	1,248	Hr	\$ _____	\$ _____
<b>Total</b>				<b>\$ _____</b>

<b>3.0</b>	<b>Adjustments/Premiums for</b>	<b>\$ _____</b>
	<b>LABOR HOUR TECHNICAL SERVICES PROGRAM SUPPORT CATEGORIES</b>	(estimated)
	In accordance with the PWS dated	
	10/01/12 paragraph 6.3 and 7.	
	Fixed Price (Hourly Rates)	

**Rate adjustments as defined in Section C Definitions****Overtime Premium--Percentage Rate** \_\_\_\_\_ %**Estimated Hours:**

Dispatch Operation Specialist Est. - 20 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jr. Information Engineer- Est. - 100 Hours/Year

**Section B-Continued**

CLIN	Supplies/Services	Quantity	Unit Price	Amount
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**Night Differential Rate Premium-** \_\_\_\_\_ %**Estimated Hours**

Dispatch Operation Specialist Est. - 2,576 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jr. Information Engineer- Est. - 10 Hours/Year

**Sunday Differential Rate Premium-** \_\_\_\_\_ %**Estimated hours**

Dispatch Operation Specialist Est. - 368 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jr. Information Engineer- Est. - 10 Hours/Year

**RATE TABLE - HOURLY COMPOSITE RATES Plus Premiums**

<b>Labor Category</b>	<b>Overtime Rate</b>	<b>Night Rate</b>	<b>Sunday Rate</b>
Junior Program Analysts	\$ _____	\$ _____	\$ _____
Journeyman Program Analyst	\$ _____	\$ _____	\$ _____
Junior Logistics Specialist	\$ _____	\$ _____	\$ _____
Dispatch Operations Specialist	\$ _____	\$ _____	\$ _____
Journeyman Information Engineer	\$ _____	\$ _____	\$ _____
Senior Functional Analyst	\$ _____	\$ _____	\$ _____
Junior Functional Specialist	\$ _____	\$ _____	\$ _____
Journeyman Functional Specialist	\$ _____	\$ _____	\$ _____
Senior Functional Specialist	\$ _____	\$ _____	\$ _____

**4.0 Travel** as described in the PWS  
 10/01/12 paragraph 6.2  
 to be requested and approved  
 in advance by the CO or designated

**\$2,000.00**  
 FAA Estimate

representative, IAW Section I AMS Clause 3.3.2-2  
 Reimbursement of Travel and Subsistence.  
 (Cost Reimbursable)

- 5.0 Over & Above for  
 LABOR HOUR TECHNICAL SERVICES Contractor Furnished  
 Facilities/Equipment/Supplies, in accordance with the PWS dated  
 10/01/12 paragraph 5  
 (Cost Reimbursable)

\$ TBD  
 (estimated)

Base Year

TOTAL Price

\$                       
 ESTIMATED

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Section B-Continued

1ST OPTION YEAR  
 May 21, 2014 through May 20, 2015

CLIN	Supplies/Services	Quantity	Unit Price	Amount
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- 6.0 LABOR HOUR TECHNICAL SERVICES PROGRAM SUPPORT  
 In accordance with the PWS dated  
 10/01/12 paragraphs 6 thru 8.  
 Fixed Price (Hourly Rates)

\$                       
 (estimated)

RATE TABLE - HOURLY COMPOSITE RATES

Labor Category	Annual Estimate	Unit	Rate	Est. Amount
Project Manager	1	Job	___ Not Separately Priced ___	
Junior Program Analysts	7,360	Hr	\$ _____	\$ _____
Journeyman Program Analyst	1,840	Hr	\$ _____	\$ _____
Junior Logistics Specialist	1,840	Hr	\$ _____	\$ _____
Dispatch Operations Specialist	736	Hr	\$ _____	\$ _____
Journeyman Information Engineer	1,840	Hr	\$ _____	\$ _____
Senior Functional Analyst	1,840	Hr	\$ _____	\$ _____
Junior Functional Specialist	1,300	Hr	\$ _____	\$ _____
Journeyman Functional Specialist	200	Hr	\$ _____	\$ _____
Senior Functional Specialist	1,248	Hr	\$ _____	\$ _____
Total				\$ _____

**7.0 Adjustments/Premiums for  
LABOR HOUR TECHNICAL SERVICES PROGRAM SUPPORT CATEGORIES**

\$ \_\_\_\_\_  
(estimated)

In accordance with the PWS dated  
10/01/12 paragraph 6.3 and 7.  
Fixed Price (Hourly Rates)

**Rate adjustments as defined in Section C Definitions**

**Overtime Premium--Percentage Rate** \_\_\_\_\_ %

Estimated Hours:

Dispatch Operation Specialist Est. - 20 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrmymn. Information Engineer- Est. - 100 Hours/Year

**Night Differential Rate Premium-** \_\_\_\_\_ %

Estimated Hours

Dispatch Operation Specialist Est. - 2,576 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrmymn. Information Engineer- Est. - 10 Hours/Year

CLIN	Supplies/Services	Quantity	Unit Price	Amount
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**Sunday Differential Rate Premium-** \_\_\_\_\_ %

Estimated hours

Dispatch Operation Specialist Est. - 368 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrmymn. Information Engineer- Est. - 10 Hours/Year

**RATE TABLE - HOURLY COMPOSITE RATES Plus Premiums**

<b>Labor Category</b>	<b>Overtime Rate</b>	<b>Night Rate</b>	<b>Sunday Rate</b>
Junior Program Analysts	\$ _____	\$ _____	\$ _____
Journeyman Program Analyst	\$ _____	\$ _____	\$ _____
Junior Logistics Specialist	\$ _____	\$ _____	\$ _____
Dispatch Operations Specialist	\$ _____	\$ _____	\$ _____
Journeyman Information Engineer	\$ _____	\$ _____	\$ _____
Senior Functional Analyst	\$ _____	\$ _____	\$ _____
Junior Functional Specialist	\$ _____	\$ _____	\$ _____
Journeyman Functional Specialist	\$ _____	\$ _____	\$ _____

Senior Functional Specialist \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

8.0 **Travel** as described in the PWS \$2,000.00  
 10/01/12 paragraph 6.2 FAA Estimate  
 to be requested and approved  
 in advance by the CO or designated  
 representative, IAW Section I AMS Clause 3.3.2-2  
 Reimbursement of Travel and Subsistence.  
 (Cost Reimbursable)

9.0 **Over & Above for** \$ TBD  
**LABOR HOUR TECHNICAL SERVICES Contractor Furnished**  
**Facilities/Equipment/Supplies**, in accordance with the PWS dated  
 10/01/12 paragraph 5 (estimated)  
 (Cost Reimbursable)

Option Year 1 TOTAL Price \$ \_\_\_\_\_ (Est)

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# Section B-Continued

**2ND OPTION YEAR**  
**May 21, 2015 through May 20, 2016**

CLIN	Supplies/Services	Quantity	Unit Price	Amount
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10.0	LABOR HOUR TECHNICAL SERVICES PROGRAM SUPPORT In accordance with the PWS dated 10/01/12 paragraphs 6 thru 8. Fixed Price (Hourly Rates)			\$ _____ (estimated)
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## RATE TABLE - HOURLY COMPOSITE RATES

Labor Category	Annual Estimate	Unit	Rate	Est. Amount
Project Manager	1	Job	___ Not Separately Priced ___	
Junior Program Analysts	7,360	Hr	\$ _____	\$ _____
Journeyman Program Analyst	1,840	Hr	\$ _____	\$ _____
Junior Logistics Specialist	1,840	Hr	\$ _____	\$ _____
Dispatch Operations Specialist	736	Hr	\$ _____	\$ _____
Journeyman Information Engineer	1,840	Hr	\$ _____	\$ _____
Senior Functional Analyst	1,840	Hr	\$ _____	\$ _____
Junior Functional Specialist	1,300	Hr	\$ _____	\$ _____
Journeyman Functional Specialist	200	Hr	\$ _____	\$ _____
Senior Functional Specialist	1,248	Hr	\$ _____	\$ _____
<b>Total</b>				<b>\$ _____</b>

**11.0 Adjustments/Premiums for  
LABOR HOUR TECHNICAL SERVICES PROGRAM SUPPORT CATEGORIES**

\$ \_\_\_\_\_  
(estimated)

In accordance with the PWS dated  
10/01/12 paragraph 6.3 and 7.  
Fixed Price (Hourly Rates)

**Rate adjustments as defined in Section C Definitions**

**Overtime Premium--Percentage Rate** \_\_\_\_\_ %

Estimated Hours:

Dispatch Operation Specialist Est. - 20 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrnmn. Information Engineer- Est. - 100 Hours/Year

**Night Differential Rate Premium-** \_\_\_\_\_ %

Estimated Hours

Dispatch Operation Specialist Est. - 2,576 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrnmn. Information Engineer- Est. - 10 Hours/Year

CLIN	Supplies/Services	Quantity	Unit Price	Amount
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**Sunday Differential Rate Premium-** \_\_\_\_\_ %

Estimated hours

Dispatch Operation Specialist Est. - 368 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrnmn. Information Engineer- Est. - 10 Hours/Year

**RATE TABLE - HOURLY COMPOSITE RATES Plus Premiums**

Labor Category	Overtime Rate	Night Rate	Sunday Rate
Junior Program Analysts	\$ _____	\$ _____	\$ _____
Journeyman Program Analyst	\$ _____	\$ _____	\$ _____
Junior Logistics Specialist	\$ _____	\$ _____	\$ _____
Dispatch Operations Specialist	\$ _____	\$ _____	\$ _____
Journeyman Information Engineer	\$ _____	\$ _____	\$ _____
Senior Functional Analyst	\$ _____	\$ _____	\$ _____
Junior Functional Specialist	\$ _____	\$ _____	\$ _____
Journeyman Functional Specialist	\$ _____	\$ _____	\$ _____

Senior Functional Specialist \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**12.0 Travel** as described in the PWS \$2,000.00  
 10/01/12 paragraph 6.2 FAA Estimate  
 to be requested and approved  
 in advance by the CO or designated  
 representative, IAW Section I AMS Clause 3.3.2-2  
 Reimbursement of Travel and Subsistence.  
 (Cost Reimbursable)

**13.0 Over & Above for** \$\_TBD\_  
**LABOR HOUR TECHNICAL SERVICES Contractor Furnished**  
**Facilities/Equipment/Supplies**, in accordance with the PWS dated  
 10/01/12 paragraph 5  
 (Cost Reimbursable)

**Option Year 2** **TOTAL Price** \$ \_\_\_\_\_ (Est)

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**3RD OPTION YEAR**  
**May 21, 2016 through May 20, 2017**

<u>CLIN</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<b>14.0</b>	<b>LABOR HOUR TECHNICAL SERVICES PROGRAM SUPPORT</b>			<u>\$ _____</u>
	In accordance with the PWS dated			(estimated)
	10/01/12 paragraphs 6 thru 8.			
	Fixed Price (Hourly Rates)			

**RATE TABLE - HOURLY COMPOSITE RATES**

<u>Labor Category</u>	<u>Annual Estimate</u>	<u>Unit</u>	<u>Rate</u>	<u>Est. Amount</u>
Project Manager	1	Job	___ Not Separately Priced ___	
Junior Program Analysts	7,360	Hr	\$ _____	\$ _____
Journeyman Program Analyst	1,840	Hr	\$ _____	\$ _____
Junior Logistics Specialist	1,840	Hr	\$ _____	\$ _____
Dispatch Operations Specialist	736	Hr	\$ _____	\$ _____
Journeyman Information Engineer	1,840	Hr	\$ _____	\$ _____
Senior Functional Analyst	1,840	Hr	\$ _____	\$ _____
Junior Functional Specialist	1,300	Hr	\$ _____	\$ _____
Journeyman Functional Specialist	200	Hr	\$ _____	\$ _____
Senior Functional Specialist	1,248	Hr	\$ _____	\$ _____
<b>Total</b>				<u>\$ _____</u>



**15.0 Adjustments/Premiums for  
LABOR HOUR TECHNICAL SERVICES PROGRAM SUPPORT CATEGORIES**

\$ \_\_\_\_\_  
(estimated)

In accordance with the PWS dated  
10/01/12 paragraph 6.3 and 7.  
Fixed Price (Hourly Rates)

**Rate adjustments as defined in Section C Definitions**

**Overtime Premium--Percentage Rate** \_\_\_\_\_ %

Estimated Hours:

Dispatch Operation Specialist Est. - 20 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrnymn. Information Engineer- Est. - 100 Hours/Year

**Night Differential Rate Premium-** \_\_\_\_\_ %

Estimated Hours

Dispatch Operation Specialist Est. - 2,576 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrnymn. Information Engineer- Est. - 10 Hours/Year

CLIN	Supplies/Services	Quantity	Unit Price	Amount
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**Sunday Differential Rate Premium-** \_\_\_\_\_ %

Estimated hours

Dispatch Operation Specialist Est. - 368 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrnymn. Information Engineer- Est. - 10 Hours/Year

**RATE TABLE - HOURLY COMPOSITE RATES Plus Premiums**

<b>Labor Category</b>	<b>Overtime Rate</b>	<b>Night Rate</b>	<b>Sunday Rate</b>
Junior Program Analysts	\$ _____	\$ _____	\$ _____
Journeyman Program Analyst	\$ _____	\$ _____	\$ _____
Junior Logistics Specialist	\$ _____	\$ _____	\$ _____
Dispatch Operations Specialist	\$ _____	\$ _____	\$ _____
Journeyman Information Engineer	\$ _____	\$ _____	\$ _____
Senior Functional Analyst	\$ _____	\$ _____	\$ _____
Junior Functional Specialist	\$ _____	\$ _____	\$ _____
Journeyman Functional Specialist	\$ _____	\$ _____	\$ _____
Senior Functional Specialist	\$ _____	\$ _____	\$ _____

**16.0 Travel** as described in the PWS  
 10/01/12 paragraph 6.2  
 to be requested and approved  
 in advance by the CO or designated  
 representative, IAW Section I AMS Clause 3.3.2-2  
 Reimbursement of Travel and Subsistence.  
 (Cost Reimbursable)

\$2,000.00  
 FAA Estimate

**17.0 Over & Above for**  
**LABOR HOUR TECHNICAL SERVICES Contractor Furnished**  
**Facilities/Equipment/Supplies**, in accordance with the PWS dated  
 10/01/12 paragraph 5  
 (Cost Reimbursable)

\$ TBD

**Option Year 3** **TOTAL Price** \$                      (Est)

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**4TH OPTION YEAR**  
**May 21, 2017 through May 20, 2018**

CLIN	Supplies/Services	Quantity	Unit Price	Amount
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<b>18.0</b>	<b>LABOR HOUR TECHNICAL SERVICES PROGRAM SUPPORT</b> In accordance with the PWS dated 10/01/12 paragraphs 6 thru 8. Fixed Price (Hourly Rates)	\$ <u>                    </u> (estimated)
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**RATE TABLE - HOURLY COMPOSITE RATES**

Labor Category	Annual Estimate	Unit	Rate	Est. Amount
Project Manager	1	Job	___ Not Separately Priced ___	
Junior Program Analysts	7,360	Hr	\$ <u>                    </u>	\$ <u>                    </u>
Journeyman Program Analyst	1,840	Hr	\$ <u>                    </u>	\$ <u>                    </u>
Junior Logistics Specialist	1,840	Hr	\$ <u>                    </u>	\$ <u>                    </u>
Dispatch Operations Specialist	736	Hr	\$ <u>                    </u>	\$ <u>                    </u>
Journeyman Information Engineer	1,840	Hr	\$ <u>                    </u>	\$ <u>                    </u>
Senior Functional Analyst	1,840	Hr	\$ <u>                    </u>	\$ <u>                    </u>
Junior Functional Specialist	1,300	Hr	\$ <u>                    </u>	\$ <u>                    </u>
Journeyman Functional Specialist	200	Hr	\$ <u>                    </u>	\$ <u>                    </u>
Senior Functional Specialist	1,248	Hr	\$ <u>                    </u>	\$ <u>                    </u>
<b>Total</b>				\$ <u>                    </u>

**19.0 Adjustments/Premiums for  
LABOR HOUR TECHNICAL SERVICES PROGRAM SUPPORT CATEGORIES**

\$ \_\_\_\_\_  
(estimated)

In accordance with the PWS dated  
10/01/12 paragraph 6.3 and 7.  
Fixed Price (Hourly Rates)

**Rate adjustments as defined in Section C Definitions**

**Overtime Premium--Percentage Rate** \_\_\_\_\_ %

Estimated Hours:

Dispatch Operation Specialist Est. - 20 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrnymn. Information Engineer- Est. - 100 Hours/Year

**Night Differential Rate Premium-** \_\_\_\_\_ %

Estimated Hours

Dispatch Operation Specialist Est. - 2,576 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrnymn. Information Engineer- Est. - 10 Hours/Year

**Section B-Continued**

CLIN	Supplies/Services	Quantity	Unit Price	Amount
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**Sunday Differential Rate Premium-** \_\_\_\_\_ %

Estimated hours

Dispatch Operation Specialist Est. - 368 Hours/year

Jr. Program Analyst- Est. - 20 Hours/Year

Jr. Logistics Specialist- Est. - 10 Hours/Year

Jrnymn. Information Engineer- Est. - 10 Hours/Year

**RATE TABLE - HOURLY COMPOSITE RATES Plus Premiums**

Labor Category	Overtime Rate	Night Rate	Sunday Rate
Junior Program Analysts	\$ _____	\$ _____	\$ _____
Journeyman Program Analyst	\$ _____	\$ _____	\$ _____
Junior Logistics Specialist	\$ _____	\$ _____	\$ _____
Dispatch Operations Specialist	\$ _____	\$ _____	\$ _____
Journeyman Information Engineer	\$ _____	\$ _____	\$ _____
Senior Functional Analyst	\$ _____	\$ _____	\$ _____
Junior Functional Specialist	\$ _____	\$ _____	\$ _____
Journeyman Functional Specialist	\$ _____	\$ _____	\$ _____
Senior Functional Specialist	\$ _____	\$ _____	\$ _____

**20.0 Travel** as described in the PWS

**\$2,000.00**

10/01/12 paragraph 6.2  
to be requested and approved  
in advance by the CO or designated  
representative, IAW Section I AMS Clause 3.3.2-2  
Reimbursement of Travel and Subsistence.  
(Cost Reimbursable)

FAA Estimate

21.0 Over & Above for  
LABOR HOUR TECHNICAL SERVICES Contractor Furnished  
Facilities/Equipment/Supplies, in accordance with the PWS dated  
10/01/12 paragraph 5  
(Cost Reimbursable)

\$ TBD  
(estimated)

Option Year 4

TOTAL Price

\$                      (Est)

BASE PLUS 4 OPTION YEARS TOTAL:

\$                       
ESTIMATE

## PART I - SECTION C SCOPE OF WORK

### C.1 SCOPE OF WORK

The contractor shall furnish all personnel to provide Flight Inspection Services (FIS) Technical Services in accordance with the attached Performance Work Statement (PWS) as identified in Part III – Section J, List of Attachments.

### C.2 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (SEP 2001) CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Representative or a designated FAA contact point at the work site.

## PART I - SECTION D PACKAGING AND MARKING

----- N/A -----

## PART I - SECTION E INSPECTION AND ACCEPTANCE

### 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.10.4-1 Contractor Inspection Requirements (April 1996)
- 3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)
- 3.10.4-5 Inspection - Time-and-Material and Labor-Hour (April 1996)

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 TRANSITION DELIVERIES**

(a) It is essential to the Government that on-going services required under this PWS are performed without interruption. It is also imperative that transition to full contract performance be accomplished in an efficient manner. The incoming contractor shall coordinate contract and TO phase-in activities with the current contractor. This contract includes a phase-in period beginning **on or about April 20, 2013**.

(b) Should the FAA end contract support services, Phase-Out Tasks as described by the PWS may be requested. Phase out will require assistance in the orderly phase-in of the new provider, and/or coordination with other contractors. The CO or designated representative may include a request for a transition plan recommendations that result in effective transition of ongoing (Current TO).

**F.2 PLACE OF PERFORMANCE**

It is anticipated that most task orders under this contract will be performed at the Mike Monroney Aeronautical Center, Oklahoma, OK or Sacramento, CA in Government-furnished facilities, designated office space and office furnished office equipment/supplies. There may be tasks that require performance at other FAA locations. Each task will identify the place of performance, and when other locations are required, rate adjustments will be proposed in advance and negotiated for mutual agreement prior to issuance of the task order.

**F.3 AUTHORIZED PERFORMANCE (JAN 1997)**

**CLA.0168r**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. All Task Orders issued orally or by written telecommunications shall reference a formal task order that obligates the funds. A task order shall also be issued identifying mutual agreement and authorization to perform.

**F.4 CHANGE TO INDIVIDUAL DELIVERY ORDER  
SCHEDULE (JAN 1997)**

**CLA.1137**

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

**F.5 CONTRACT PERIOD (Jan 1997)**

**CLA.1604**

The effective period of contract is from May 21, 2013 through May 20, 2014 (with a 30-day phase-in period beginning on or about April 20, 2013). There are also four option years, which could take this contract out to May 20, 2018.

**3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (OCTOBER 2006)**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 180 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 45 days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

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3.10.1-9	Stop-Work Order (October 1996)
3.10.1-24	Notice of Delay (February 2009)
3.11-34	F.O.B. Destination (April 1999)

**PART I - SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be set for on individual Task Orders.

**G.2 OPTION TO EXTEND SERVICES (JAN 1997)**

**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)**

**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(2) One copy to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) Two copies to:

FAA, Mike Monroney Aeronautical Center  
Flight Inspection Services (AJW-392)  
P.O. Box 25082  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Task Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.



**G.4 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002)**  
**CLA.4550**

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

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3.10.1-22

Contracting Officer's Representative (April 2012)

## PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 TRANSITION

(a) Phase In: A period not-to-exceed 30 days will be allowed for the transition from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner. This period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract supervisory personnel. It will include transfer of processes and responsibility upon the expiration of the current contract, and start date for the new services. The Contractor services must as a minimum conduct the following in accordance with the PWS:

1. Identify personnel assignment and procedures necessary to perform assigned tasks.
2. Identify performance goals for each event in the transition.
3. Identify and conduct training and orientation activities not provided by the Government.
4. Identify facility resources and equipment.
5. Identify and plan for other training and actions necessary to ensure quality control.
6. Identify and initiate other FAA guidance

The new contractor shall assume full contract performance, and assume responsibility for all tasks on the effective date of the Task Order (issued for obligation of funds).

(b) Phase Out: At the conclusion of any performance period, including option periods or extensions, the services provided under this contract may revert to an in-house Government operation or may be awarded to another contractor. The contractor shall be required to assist in transition activities as identified by CO/ COR.

(c) In the event that the follow-on contract is awarded to vendors other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor pursuant to the requirements of AMS clause 3.8.2-11, Continuity of Services and the PWS. This includes allowing recruitment of employees by affixing recruitments notices in your facility

### H.2 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful contractor is required and will be held as soon as possible after award of the contract.

(b) The conference will be held at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

### H.3 ENVIRONMENTAL, SAFETY AND HEALTH (APRIL 2010)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire

Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy that states:

*“The Mike Monroney Aeronautical Center is fully committed to the Administrator’s Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:*

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

*Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment.”*

(4) The requirements of the MMAC Environmental Management System (EMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC’s environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental Management System (EMS) General Awareness Briefing. This training is available on-line at:

[https://employees.faa.gov/org/centers/mmac/employee\\_services/saf/training/index.cfm?training=mandatory\\_training](https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training).

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC EMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Safety and Health (OSH) Policy which states:

*“The FAA Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the safety and health of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. In keeping with this commitment, we will implement, maintain, and continually improve our safety and health performance by utilizing a comprehensive Occupational Safety and Health Management System which:*

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks, and implements controls*
- *Prevents injury and illness*
- *Establishes safety and health metrics*

*Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a safe and healthy work environment for employees, contractors, students and, visitors.”*

(6) The requirements of the MMAC Occupational Safety and Health System (OSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001:2007. The MMAC OSHMS requires that all contractors that provide goods and services that can affect MMAC’s occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Occupational Safety and Health Policy as set forth in paragraph (a)(5) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced operational control documents. Such records shall be made available to the CO or COR upon request.

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at:  
[https://employees.faa.gov/org/centers/mmac/employee\\_services/saf/training/index.cfm?training=mandatory\\_training](https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training)

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC OSHMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC OSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC OSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

(1) The number of employee-hours worked during the preceding fiscal year;  
 (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer’s Representative (COR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. All oral notices will be followed up with a written notice to the Contractor. If the Contractor fails or refuses to promptly correct the condition, the COR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

#### H.4 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Worked</u>	<u>Hours Dollars</u>	<u>Total Labor</u>
Contract Skill I	Employee A - \$22.00		100	\$ 2,200.00
	Employee B - \$20.00		100	2,000.00
	Employee C - \$19.00		100	1,900.00
	Employee D - \$19.50		100	1,950.00
Invoice Total	400		\$ 8,050.00	
Previous Totals (All other invoices)			4,000	79,950.00
Cumulative Total			4,400	\$88,000.00

Cumulative Weighted Average:  $\$88,000 / 4,400 \text{ hours} = \$20.00$

Cumulative Amount Billed:  $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00		100	\$ 1,800.00
	Employee H - \$19.00		100	1,900.00
	Employee J - \$18.50		100	1,850.00
Invoice Total	300		\$ 5,550.00	
Previous Totals (All other invoices)			4,000	74,400.00
Cumulative Total			4,300	\$79,950.00

Cumulative Weighted Average  $\$79,950 / 4,300 \text{ hours} = \$18.59$

Cumulative Amount Billed:  $\$32.00 \times 4,300 \text{ hours} = \$137,600$

Final Billing Adjustment

**Skill I**

Wage ratio 93% (\$20.00/\$21.50), Variance 7% (100%-93%),  
 Adjustment 5% (98%-93%)  
 Credit to Government \$8,360 (\$167,200 x 5%)

**Skill II**

Wage ratio 99% (\$18.59/\$18.75), Variance 1% (100%-99%),  
 Adjustment 0% (98%-99%)  
 Credit to Government \$-0- (\$137,600 x 0%)

**H.5 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS  
 FOR NEW FISCAL YEAR (JAN 1997) CLA.1051**

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

**H.6 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)  
 CLA.4540**

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

**H.7 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

**H.8 PERSONNEL AND SUPERVISION (OCTOBER 2006)****CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COR.

**H.9 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

**PART II - SECTION I  
CONTRACT CLAUSES**

**I.1 CEILING PRICE (JAN 1997)****CLA.0120**

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

**I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)****CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

**I.3 LIABILITY INSURANCE (JAN 1997)****CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

Contracting Officer  
Mike Monroney Aeronautical Center  
P. O. Box 25082  
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

### 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (JULY 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer



determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

#### 3.2.4-16 ORDERING (OCTOBER 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued through the last day of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

#### 3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of **\$50,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$1.5M of the total annual estimate as stated in the Schedule ;

(2) Any order for a combination of items in excess of \$2.5M the total annual estimate as stated in the Schedule ; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **3.2.4-19 REQUIREMENTS (OCTOBER 1996)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the contract.

### **3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the term of the existing contract period; provided that the Government shall give the Contractor a preliminary written notice of its

intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

### **3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)**

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

### **3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (AUGUST 2012)**

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the SAM database;
- (B) comply with the requirements of AMS regarding novation and change-of-name agreements; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

### **3.6.1-8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDB CONCERNS (JANUARY 2010)**

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The Offeror will notify the FAA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

### **3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (JANUARY 2011)**

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. **This Statement is for Information Only: It Is Not a Wage Determination**

<u>Employee class</u>	<u>Monetary Wage-Fringe Benefits</u>	<u>Exempt/Non-Exempt</u>
Jr. Program Analyst	GS-8	Exempt
Journeyman Program Analyst	GS-10	Exempt
Jr. Logistics Specialist	GS-12	Exempt
Dispatch Operations Specialist	GS-10	Exempt
Journeyman. Information Engineer	GS-14	Exempt
Sr. Functional Analyst	GS-15	Exempt
Jr. Functional Specialist	GS-10	Exempt
Journeyman Functional Specialist	GS-13	Exempt
Sr. Functional Specialist	GS-15	Exempt

**3.6.2-40 NONDISPLACEMENT OF QUALIFIED WORKERS (APRIL 2009)**

a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

### **3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (SEPTEMBER 2009)**

#### **(a) Definitions:**

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee-

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

#### **(b) Enrollment and verification requirements.**

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification

within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later

(but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only

to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a

suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.



(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

### 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (OCTOBER 2012)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Jr. Program Analyst	Low Risk	NACI Required
Journeyman Program Analyst	Low Risk	NACI Required
Jr. Logistics Specialist	Low Risk	NACI Required
Dispatch Operations Specialist	Low Risk	NACI Required
Journeyman. Information Engineer	Low Risk	NACI Required
Sr. Functional Analyst	Low Risk	NACI Required
Jr. Functional Specialist	Low Risk	NACI Required
Journeyman Functional Specialist	Low Risk	NACI Required
Sr. Functional Specialist	Low Risk	NACI Required

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system ([vap.faa.gov](http://vap.faa.gov)). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, an OPM Position Designation or FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);

- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

**Headquarters Contracts:**

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

**Regional and Center Contracts:**

Security & Investigations Division (AMC-700)  
Mike Monroney Aeronautical Center  
P.O. Box 25082  
Oklahoma City, OK 73125

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile

discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

#### **3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (APRIL 2012)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COR, and AMC-700. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the MikeMonroney Aeronautical Center, Oklahoma City, OK (primary location) and/or Sacramento CA (alternate location) must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by AMC-700. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting AMC-700 at (405) 954-4090.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

### 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.8-1	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (October 2009)
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity (April 2010)
3.2.2.3-8	Audit and Records (July 2010)
3.2.2.3-25	Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)
3.2.2.3-27	Subcontractor Cost or Pricing Data (July 2004)

3.2.2.3-30	Termination of Defined Benefit Pension Plans (July 2004)
3.2.2.3-32	Waiving Facilities Capital Cost of Money (July 2004)
3.2.2.3-33	Order of Precedence (February 2009)
3.2.2.3-36	Reversing or Adjusting of Plans for Postretirement Benefits Other Than Pensions (PRB) (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.4-34	Option to Extend Services (April 1996)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-13	Contractor Code of Business Ethics and Conduct (April 2010)
3.2.5-14	Display of Hotline Poster(s) (April 2008)
3.3.1-1	Payments (April 1996)
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)
3.3.1-5 Alternate II	Payments under Time-and-Materials and Labor-Hour Contracts Alternate II (October 1996)
3.3.1-10	Availability of Funds (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (September 2009)
3.3.1-20	Providing Accelerated Payment to Small Business Subcontractors (October 2012)
3.3.1-34	Payment by Electronic Funds Transfer-System for Award Management (August 2012)
3.3.2-1	FAA Cost Principles (October 1996)
3.3.2-2	Reimbursement for Travel and Subsistence (April 2010)
3.4.1-10	Insurance - Work on a Government Installation (July 1996)
3.4.1-12	Insurance (July 1996)
3.4.1-13	Errors and Omissions (July 1996)
3.4.2-6	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.5-1	Authorization and Consent (January 2009)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
3.5-16	Rights in Data - Special Works (January 2009)
3.6.1-3	Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (February 2009)
3.6.1-7	Limitations on Subcontracting (July 2008)
3.6.1-15	Post-Award Small Business Program Rerepresentation (April 2011)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Equal Opportunity for Veterans (February 2011)
3.6.2-13	Affirmative Action for Workers With Disabilities (October 2010)
3.6.2-16	Notice to the Government of Labor Disputes (April 1996)
3.6.2-28	Service Contract Act of 1965, as Amended (October 2010)
3.6.2-30	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-13	Recycle Content and Environmentally Preferable Products (April 2009)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.8.2-9	Site Visit (April 1996)
3.8.2-10	Protection of Government Buildings, Equipment, and Vegetation (April 1996)
3.8.2-11	Continuity of Services (October 2008)
3.9.1-1	Contract Disputes (September 2009)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)

3.10.1-14	Changes - Time and Materials or Labor Hours (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.2-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
3.10.2-5	Competition in Subcontracting (January 1998)
3.10.3-1	Definitions (April 2004)
3.10.3-2	Government Property - Basic Clause (April 2004)
3.10.3-2 Alternate II	Government Property - Basic Clause Alt II (April 2004)
3.10.6-3	Termination (Cost-Reimbursement) (October 1996)
3.10.6-3	Alternate IV Termination (Cost-Reimbursement) Alternate IV (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.10.6-7	Excusable Delays (October 1996)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.13-10	Contractor Attendance at FAA Sponsored Training (January 2003)
3.13-11	Plain Language (July 2006)
3.13-13	Contractor Policy to Ban Text Messaging While Driving (February 2011)
3.13-14	Reporting Executive Compensation and First-Tier Subcontract Awards (October 2012)
3.14-3	Foreign Nationals as Contractor Employees (April 2008)
3.14-5	Sensitive Unclassified Information (SUI) (August 2012)

**PART III - SECTION J****LIST OF ATTACHMENTS**

<b><u>ATTACHMENT</u></b>	<b><u>TITLE</u></b>	<b><u>NO. OF PAGES</u></b>
Attachment 1	Performance Work Statement (PWS)	13
Attachment 2	CDRLS	5
Attachment 3	Past Performance Questionnaire	3

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**  
**BUSINESS DECLARATION**

**K.1**

- 1 Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
- 2 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_
- 3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_
- 4 a. Name of Person Making Declaration \_\_\_\_\_  
 b. Telephone Number of Person Making Declaration \_\_\_\_\_  
 c. Position Held in the Company \_\_\_\_\_
- 5 Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) \_\_\_\_\_ ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_
- 7 Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_
- 8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership \_\_\_\_\_
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                         |                           |                         |                           |
|-------------------------|---------------------------|-------------------------|---------------------------|
|                         |                           | a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ | a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING  
 ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM  
 SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. \_\_\_\_\_  
 Signature

b. Date: \_\_\_\_\_

c. Typed  
 Name \_\_\_\_\_

d. Title: \_\_\_\_\_



**K.2 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is **541990 All Other Professional, Scientific, and Technical Services**.
- (2) The small business size standard is **\$14.0 Million Dollars**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is **500 employees**.

**K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.4 CERTIFICATION OF CONTRACTOR CONFORMANCE TO THE MMAC ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) AND OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM (OSHMS) (APRIL 2010) CLA.4560**

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS/OSHMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS/OSHMS as required by Clause 0090, Environmental, Safety, and Health.

Authorized Representative: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JULY 2004)**

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 120 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

**3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country)

**3.2.2.3-35 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JULY 2004)**

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated \_\_\_\_\_ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

**3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

### 3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JANUARY 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

## (2) Examples-

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsive.
- (e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

### 3.3.1-35 CERTIFICATION OF REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (AUGUST 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (MARCH 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (MAY 1997)**

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION (JANUARY 2012)**

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

**"Sensitive Technology"**

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

### **3.8.2-18 CERTIFICATION OF DATA (MAY 1997)**

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.2.2.3-3      Affiliated Offerors (July 2004)
- 3.2.2.3-82      Prohibition on Conducting Restricted Business Operations in Sudan - Certification (July 2012)
- 3.2.5-7      Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 BUSINESS SIZE RESTRICTION AND COMPETITION CONSIDERATIONS**

This SIR solicits proposals on a competitive basis restricted to certified participants in the Small Business Administration's (SBA) 8(a) program for an Indefinite Delivery/Requirements type contract.

**L.2 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS:**

(a) This document is a competitive Screening Information Request (SIR)/Request for Proposal (RFP). The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO), Monique Pelletier, is the sole point of contact for this acquisition. Address any questions or concerns that you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located on the front page of the SIR/RFP or email monique.pelletier@faa.gov. **DO NOT CONTACT THE PROGRAM OFFICE AT ANY TIME FOR ANY REASON.** Doing so could put your company at risk to be eliminated from competing.

(c) A "best value" source selection will be conducted for the technical support services contract required to support the Federal Aviation Administration (FAA), Flight Inspection Services (AJW-3). Complete written proposal submissions, including one electronic copy on compact disk (CD) of the entire proposal are required. In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(d) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M. The source selection will be based on factors that are considered to be "Best Value to the FAA."

(e) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

(g) The Offeror's proposals must be received by the Government by the date and time specified in this solicitation. Questions regarding the SIR/RFO must be submitted, in writing to the Contracting Officer, via e-mail **NO LESS THAN 10 DAYS** from the due date of the proposals.

**L.3 PROPOSAL PREPARATION AND SUBMITTAL COSTS**

This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for the reimbursement of costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor.

**L.4 ELECTRONIC REFERENCE DOCUMENTS:**

All referenced documents for this solicitation are available on the FAA Contract Opportunities web site at http://faaco.faa.gov. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.



**L.5 INSTRUCTIONS FOR PREPARATION OF OFFER AND FORMAT**

- (a) Each offeror shall submit information identified in the volumes below. The data submitted should be complete, concise and relevant to the requirements of the SIR.
- (b) The offer shall consist of three physically separated and detachable volumes, individually titled:
- (1) VOLUME I – TECHNICAL PROPOSAL - Technical proposal shall be submitted in separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. The Technical proposal shall not include prices/costs or any pricing information.
  - (2) VOLUME II – PAST PERFORMANCE PROPOSAL
  - (3) VOLUME III - COST/PRICE/SOLICITATION PROPOSAL
- (c) All proposals, including Volumes I-III, must be received by the date and time specified for receipt of proposals as identified in the Schedule of this solicitation.
- (d) For portions of the work to be performed by a subcontractor, offerors must include in their Technical and Cost/Price proposals supporting documentation describing each subcontractor's qualifications, certifications, and pricing information to support all subcontractor costs.
- (e) To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed, as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered and identified with the date and the solicitation number to the extent practical. Each copy of the proposal shall be labeled on the front identifying offeror name, SIR number, and the proposal copy (e.g. Copy 1 of 4, Technical Proposal).
- (f) Pages are to be typewritten, double spaced, on standard 8 1/2" X 11" letter size paper, no smaller than 12 point type with 1" margins and page numbers at the bottom of each page. Font size is allowed to vary for descriptive inserts, tables and/or foldouts. Two-sided printing will be counted as 2 pages.
- (g) A cover letter of transmittal may include a brief summary of the offer or highlight the manner in which the proposal meets or exceeds the requirements of the SIR. Cover letter is not in the page count.
- (h) The required number of copies of each proposal volume, which shall be contained in separate three-ring, loose-leaf binders, is as follows:

Volume	Title	Required Copies
I	Technical Proposal	Original + 6 copies
II	Past Performance Proposal	Original + 2 copies
III	Cost/Price/Solicitation Proposal	Original + 1 hard copy + 1 electronic disk containing the pricing spreadsheets with viewable formulas showing the calculations with cell references in an Excel document

NOTE: 1. COST DATA MUST NOT BE INCLUDED IN VOLUME I or II.  
 2. Offeror shall provide 1 CD copy of the entire proposal including all volumes.

- (i) The original solicitation documents shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized for all other copies of the proposal.
- (j) Offerors are encouraged to submit initial proposals which are complete and comprehensive, and contain the offeror's best terms from a cost or price and technical standpoint, since the Government may award a contract on the basis of initial offers received, without discussion/negotiations.

**L.6 PREPARATION OF VOLUME I– TECHNICAL PROPOSAL CONTENT**

- (a) The proposal must be sufficiently detailed to enable technical and program personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed services meet the requirements of the SIR/Performance Work Statement (PWS), and that the offered concept is valid and practical. Toward this end, the proposals must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements as defined in the PWS.

(b) Statements that the offeror understands, can, or will comply with all statements in the PWS, and statements paraphrasing the PWS requirements or parts thereof are considered insufficient. Phrases, such as “standard parts/procedures will be employed,” or “well-known systems/techniques will be used,” etc., will be considered insufficient.

(c) Content is more important than quantity. Foldouts, manufactures literature, etc. are permitted and tables and charts may also be used to provide information. Proposals are to be neat, legible and orderly. Emphasis should be placed on supplying complete information in the areas that are set forth in Section M.4, Technical Evaluation.

(d) Contractors plan for subcontracting if any must be provided with the technical proposal.

(e) The Technical proposal shall be separately tabbed by factor and address the evaluation factors below in the order in which they are presented:

(f) The contractor’s Technical Proposal shall be limited to no more than thirty (30) typewritten pages, (excluding resumes), shall represent a clear and thorough understanding of all facets of the Governments technical requirement listed in the PWS, and shall include the following information and be organized under separate tabs as follows:

CAUTION: Evaluators shall only read and evaluate the technical proposal up to the 30 page limit as specified.

### **Factor 1 - Understanding the Requirement**

**Sub-factor 1-1 Staffing Plan and Operational Support:** The technical proposal shall include a Staffing and Operations Management Plan that describes the overall management strategy for the PWS. The documentation shall provide the following:

The offerors plan for the operations required to support the PWS

- Identify the requirement in accordance with the PWS through an Operations/Personnel Management Plan. Within the plan, explain how the Offeror will identify and assign skills necessary to accomplish the PWS and describe the established company policy that addresses the entire operation in accordance with the PWS and how the offeror shall interface with FAA representatives (CO, COR, TM), and other contractors as identified and in concert with the PWS.

**Sub-factor 1-2 Approach to Changing Workload:** In this sub-factor, the offeror shall describe their capability to adapt to changing workloads as described by the PWS Section 6.0 (General Performance Requirements) and 6.1 (Management, Transition, Administration, Status Meetings and Reports). The documentation shall include the following:

- Identifying the planned approach for implementing, monitoring and supervising task orders and the process used to upsize or downsize the workforce in the time frames stated in the PWS.
- Describe the processes and procedures that the offeror will use and define how they will respond to new task requirements that arise. The offeror shall also identify who is responsible for responding with appropriate resources in meeting the required task or placement of personnel.
- Explain in the proposed Operations/Personnel Management Plan how the contractor shall implement, monitor, and supervise each task order which requires performance at locations remote to the Mike Monroney Aeronautical Center and how it will be accomplished.

**Factor 2 – Project Management**

**Sub-factor 2-1 Key Positions/Personnel:** In this sub-factor, the offeror's shall describe how the qualifications will be met for all personnel and labor categories described in PWS Section 7 (Labor Types and Qualification Requirements) and how the proposed personnel have been determined appropriate for the positions described in the PWS.

- The resume's should include references to the current position or title, experience in managing contracts for similar service of scope and size (include the duration or length of all experience), educational background, and training. The Offeror's submittal shall document the skills, availability and commitment of ALL personnel.

**Sub-factor 2-2 Recruitment, Screening and Maintaining:** In this sub-factor, the offeror must describe the methods of recruiting, screening, and maintaining prospective employees to meet this requirement.

- The offeror shall detail their human resource plan and statistics, compensation package for all labor categories', incentive programs, contractor training programs, and retention rates.

**Factor 3 – Quality and Contract Management**

**Sub-factor 3-1 Quality Control Plan:** Offerors shall provide a demonstration of the Offerors Quality Control Plan for the type of work described in the PWS. The plan should include technical innovations and successful corrective action that can be validated within the quality system. The offeror's submittal should:

- Identify the offeror's policy and procedures that will be implemented for quality control in accordance with PWS Section 6.5 (Quality Control)
- Describe the phase in and phase out plan and address how the offeror will accomplish the transition with specific references to PWS Section 6.1 (Management, Transition, Administration, Status Meetings and Reports).
- The offeror shall also describe their procedures to meet the 2 hour minimum requirement established in PWS Section 6.1.d. for on-site meetings with the PM or Alt.

**Sub-factor 3-2: Corrective Actions:** Evaluate actions proposed by offeror to eliminate problems identified by Flight Inspection Services (FIS) regarding the quality of contract management or task performance.

- Identify how the quality control corrective actions will be implemented with specific references to PWS Section 9.0. (Quality Assurance)

**To be considered a responsible, Offerors must address each factor within the Technical Proposal.**

## L.7 PREPARATION OF VOLUME II- PAST PERFORMANCE PROPOSAL CONTENT

Sub-Factor 4.1 – Relevancy and Experience of Similar Systems

Sub-Factor 4.2 – Customer Satisfaction

The Offeror shall describe their current workload and include documentation for a minimum of three (3) relevant and recent past and present contracts with commercial entities or performed for Federal, state, or local governments within the last five (5) years of similar scope, complexity, and magnitude. Documentation for each contract shall include the following information:

- Agency or entity name
- Project or program title
- Contract number
- Contract type (i.e. firm fixed-price, labor-hour, etc.)
- Contract total value (\$)
- Contract start-completion dates
- Number of employees provided
- Description of work performed
- Client point of contact (POC) information for a minimum of two (2) references

including e-mail addresses and telephone numbers.

Offerors must explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievements, recognitions, and successes obtained in specific projects or explain past efforts to identify and manage problems that are relevant to the PWS.

Offerors are encouraged to provide points of contact who are willing to complete and return a past performance questionnaire to the Government. The Government intends to use the POCs as references to validate the accuracy of the past performance. Offerors must submit no less than two (2) valid POC references for each past performance questionnaire submitted. Offerors that are submitting proposals under a Teaming Agreement or other similar prime contractor / sub-contractor teaming arrangement must also submit documentation for a minimum of three (3) relevant and recent past and present contracts for each of the proposed sub-contractor(s) in accordance with the paragraph above.

Offerors that are newly formed entities, without prior contracts, must enter into a subcontracting arrangement with a vendor that possesses the relevant past performance. The contractor's Past Performance Proposal Content shall be limited to no more than eighteen (18) typewritten pages.

A minimum of three and no more than five contracts per offeror (excluding small purchases) must be identified that demonstrate the offeror's past experience. ***If an offeror does not provide a minimum of three past performance questionnaires for contracts of similar size and scope (complexity and magnitude), they will be assigned an unknown confidence rating for this factor.***

Offerors are advised that the government reserves the right to obtain information regarding other contracts from other information sources not mentioned in the offeror's proposal but which are believed to be similar in scope, complexity, and magnitude to the proposed effort for this acquisition.

Offerors must provide information on problems (e.g. cure notices, contract disputes, termination for default, litigation, adverse administrative findings by the government at the federal, state, or local level, etc.) encountered on the contracts and subcontracts identified and address corrective actions taken to resolve those problems. Offerors should provide general information on their performance on the identified contracts that the offerors consider relevant to this acquisition. More specific performance information will be obtained from references and other sources, as the FAA deems appropriate.

Offerors will be afforded the opportunity to address any unfavorable reports of past performance. Recent contracts will also be examined to ensure that any identified corrective measures have been implemented.

It is requested that offerors send listed Private Sector references a letter authorizing the reference to provide past performance information to the Government.

Each offeror is required to provide the Past Performance Questionnaire, Attachment 4, to points-of-contact for each contract referenced. A copy of the questionnaire must be sent to the Contracting Officer. Each of the offeror's references must complete the questionnaire and email a copy directly to: FAA, Attn: Monique Pelletier ([monique.pelletier@faa.gov](mailto:monique.pelletier@faa.gov)) and [brenda.elliott@faa.gov](mailto:brenda.elliott@faa.gov). **The completed questionnaire must be received by the FAA no later than the due date for the reception of proposals. Each offeror is responsible for any follow-up required ensuring timely submission of completed questionnaires. NOTE: Questions to be asked will not be limited to those on the questionnaire.**

## **L.8 PREPARATION OF VOLUME III – COST/PRICE/SOLICITATION CONTENT**

(a) This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete the following:

- Signed offeror (Section A, Blocks 12 through 18)
- Supplies or Services and Prices/Costs Schedule for the Base Period and All Options (Section B)
- Relevant fill-in clauses (Sections C through I)
- Representations and Certifications, with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in the SIR. (Section K).
- Authorized Individuals – The offeror shall provide the name, title, and contact information (Section L)
- Assumptions – The offeror may describe any assumptions used to develop the proposed prices
- Offerors shall provide an excel spreadsheet that includes total proposed amount by contract year and the total proposed contract amount for all years. The contractor must also submit a proposed Cost/Price data file electronically on a Compact Disk (CD). The CD shall be prepared in an Excel compatible format, MS-Excel 2003 or later.

Within all Excel spreadsheets, Offerors shall include all proposed formulas and calculations rounded to two (2) decimal places. Offerors shall avoid using “value only” type cells to the maximum extent possible. If links are utilized within the spreadsheets, the Offeror shall supply all linked or referenced files. Spreadsheets and/or individual cells shall not be protected.

(b) In order to assist the Contracting Officer in a determination of price reasonableness, Offerors shall provide a thorough explanation of the pricing methodology used for all proposed prices. Offerors shall provide pricing assumptions, judgmental factors, supporting rationale and the basis of all estimates.

(c) All Cost/Price Proposals shall identify, in sufficient detail, all direct costs and markups, as allowed by the contract and any proposed subcontracts. Please provide separate spreadsheets or one spreadsheet with separate rollups for each of the tasks. Offerors are responsible for submitting sufficient information to enable the Government to fully evaluate the Cost/Price Proposal.

(d) Irrespective of the existence of adequate price competition, the FAA requests other than cost or pricing data to ensure the reasonableness of Offerors' proposed prices. Offerors shall provide a detailed cost breakdown, including, but not limited to, the following elements:

- Direct Material Costs: purchased parts, subcontracted items, raw materials, standard commercial items, including all proposed quantities
- Material Overhead Rates and/or material handling fees
- Direct Labor Rates: number of proposed hours and the direct labor rate per hour, by labor category
- Labor Overhead Rates and/or labor burden
- Fringe Benefits
- Other Direct Costs, including proposed quantities for all recurring and non-recurring costs, such as special tooling or setup
- Travel: transportation and per diem
- Individual Consultant Services
- Other Indirect Costs
- Royalties
- Proposed escalation rates and factors to be applied for all subsequent periods throughout the life of the contract. Offerors should include the basis for the escalation rates, the indices used and the dates the escalation rates were obtained.
- General & Administrative (G&A)
- Facilities Capital Cost of Money (FCCM), if applicable
- Profit/Fee, expressed as a percentage of total costs, less FCCM

(e) Cost/Price Reasonableness and Realism: These instructions are to assist you in submitting information other than cost or pricing data that is required to evaluate the reasonableness of your proposal. Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal. Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition on the basis that the Offeror does not understand the requirement or has submitted an unrealistic proposal. Offers should include sufficient detail to demonstrate reasonableness. The burden of proof for credibility of proposed costs/prices rests with the Offeror.

(f) Offeror's Schedule B submitted for award consideration shall not include any proprietary markings (other than as required for procurement sensitive markings) or revisions, qualifications, or alterations to the bid schedule. Such markings, if not removed, may eliminate the offeror from further competition.

(g) Offeror's must provide contract line item pricing based on the unit price and total price for each line item.

(h) Offeror's must provide detailed cost and pricing data (or other than cost or pricing data) in accordance with Provision CLA.0110 (Price Proposal Requirements). Copies of recent DCAA or DCMA audits should be included, if available.

(i) This volume shall contain a copy of the solicitation duly executed (signed) by an official authorized to bind the offeror. All unit and total prices must be completed in Section B.

(j) The FAA may consider offerors who take exception to the terms and conditions of SIR Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers.

## **L.9 DISPOSITION OF UNSUCCESSFUL PROPOSALS**

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

## **L.10 PROPOSAL ACCEPTANCE**

(a) Only one proposal from each offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO, which demonstrates an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

**L.11 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997) CLA.2710**

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

**L.12 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

**L.13 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002) CLA.4551**

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

**3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

**3.2.2.3-20 ELECTRONIC OFFERS (JULY 2004)**

(a) The offeror (you) may submit responses to this SIR by the following electronic means **electronic offers will NOT be accepted**. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to N/A.

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

**3.2.2.3-22 PERIOD FOR ACCEPTANCE OF OFFER (JULY 2004)**

The offeror (you) agrees that if this offer is accepted within 120 calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**3.2.2.3-38 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR OTHER INFORMATION (JULY 2010)**

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Certified Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

**3.2.4-1 TYPE OF CONTRACT (APRIL 1996)**

The FAA contemplates award of an Indefinite Delivery/ Requirements type contract with fixed priced labor-hours resulting from this Screening Information Request. Funds will be obligated on individual task orders.

**3.9.1-3 PROTEST (OCTOBER 2011)**

**AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:**

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.



(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591

Telephone: (202) 267-3290

Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-6	Submittals in the English Language (July 2004)
3.2.2.3-7	Submittals in U.S. Currency (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offer (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (February 2009)
3.2.2.3-19	Contract Award (July 2004)
3.13-4	Contractor Identification Number - Data Universal Numbering System (DUNS) Number (August 2012)

## PART IV - SECTION M EVALUATION FACTORS FOR AWARD

### M.1 SIR PROCESS OVERVIEW

- (a) Proposals may be eliminated if they are determined to be grossly deficient. (i.e., the proposal does not represent a reasonable effort to address itself to all elements of the SIR or clearly demonstrates that the offeror does not understand the requirements of the SIR and the proposed costs/prices are not considered reasonable.)
- (b) Upon receipt of proposals and following initial screening for responsiveness, the remaining responsive proposal will be assigned to the Government evaluation teams for evaluation. Technical Proposals will be evaluated by the Government Technical Evaluation Team, Past Performance Proposals will be evaluated by the Government Past Performance Evaluation Team, and the cost and pricing portions of the Cost/Price/Business Proposals will be evaluated by the Cost/Price Evaluation Team. Information from the different volumes being evaluated will not be shared between the Government evaluation teams in order that the evaluation of the specific, individual volumes will not be influenced by knowledge of the other volumes. An evaluated assessment will be made independently for each proposal of the merit presented by each proposal.
- (c) Each proposal will be evaluated on the basis of its written submissions, including cost/price information. Separate technical and cost/price proposals are required as described in Section L.
- (d) **The offer that provides the overall “best value” to the government will be selected. Therefore, the successful offer may not necessarily be the lowest priced offer. The evaluation results of the Technical Evaluation Factors (Factor 1-3) and Past Performance Risk Assessment (Factor 4) are significantly more important than cost/price (Factor 5) in determining the “Best Value” to the Government; however, cost/price will contribute substantially to the selection decision. A higher priced proposal may be selected for award where price becomes relatively more important as the difference in technical scores decreases. A determination of overall best value will also include an assessment of risk.**
- (g) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion and removed from further consideration for award. Any offer found to be grossly deficient will be eliminated before detailed rating of the offer (i.e., the offer does not represent a reasonable effort to address all elements of the SIR and SOW. It clearly demonstrates that the offeror does not understand the requirements of the SIR and SOW and would require an extensive rewrite before it could be considered acceptable for evaluation).
- (h) Additional information may be requested from any offeror or the offeror whose proposal the FAA considers to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.
- (i) In selecting the best value contractor, the Government may award to a higher-rated, higher-priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Official (SSO) reasonably determines that the technical superiority and/or overall business approach/strategy and/or superior past performance of the higher priced offeror outweighs the cost difference. To arrive at a source selection decision, the SSO will integrate the source selection team’s evaluations of the factors and components described below.

### M.2 INITIAL SCREENING PROCESS

The Government will initially screen all proposals for responsiveness (timeliness, completeness, and adequacy). Only those proposals determined to be responsive through the initial screening process will be forwarded to the evaluation team for further consideration.

#### (a) Timeliness

No proposal or part thereof will be accepted for consideration following the closing period for this solicitation.

## (b) Completeness

(1) Timely proposals will be reviewed for completeness. Each proposal package will be reviewed for the following:

Volume	Title	Required Copies
I	Technical Proposal	Original + 6 copies
II	Past Performance Proposal	Original + 2 copies
III	Cost/Price/Solicitation Proposal	Original + 1 hard copy + 1 electronic disk containing the pricing spreadsheets with viewable formulas showing the calculations with cell references in an Excel document

(2) Incomplete proposals may not receive further consideration

## (c) Adequacy

(1) Complete proposals will be reviewed for adequacy, including proposal content and format as follows:

## (A) Content

Volume I	Completed Technical Proposal
Volume II	Completed Past Performance Proposal
Volume III	Completed Cost/Price/Solicitation Proposal

(B) Format. Pages are to be typewritten, double spaced, on standard 8 1/2" X 11" letter size paper, no smaller than 12 point type with 1" margins and page numbers at the bottom of each page. Font size is allowed to vary for descriptive inserts, tables and/or foldouts. Two-sided printing will be counted as 2 pages.

(2) For the purposes of adequacy review, missing proposal information component(s) identified above and/or non-adherence to proposal format instruction may be considered non-responsive. Proposals found by the CO to be non-responsive may not receive further consideration.

**CAUTION: Evaluators will read only up to the page limits as specified in Section L. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.**

**M.3 EVALUATION PROCESS**

All proposals remaining after the initial proposal screening process will be evaluated, rated, and analyzed as described in this part. Offerors are advised that their proposals must be address all areas.

**M.4. EVALUATION CRITERIA**

## (a) Evaluation Factors and Order of Importance

(1) The overall evaluation factors are shown as follows:

- (A) Factor 1      Understanding the Requirement
- (B) Factor 2      Project Management
- (C) Factor 3      Quality and Contract Management
- (D) Factor 4      Past Performance
- (E) Factor 5      Cost/ Price

(2) Factors are listed in descending order of importance.

## M.5 TECHNICAL EVALUATION

(a) Selection of a contractor for award will be based on evaluation of the technical proposal according to the factors listed below. These factors are listed in descending order of importance:

### **EVALUATION FACTORS AND SUB-FACTORS:**

The three technical factors, listed in descending order of importance with sub-factors listed in descending order of importance within each factor, will be used to evaluate the offeror's technical competency. Factor 1 is more important than factor 2, which is more important than factor 3. Offerors must have a rating of satisfactory or better for all sub-factors within all factors to be eligible for award.

A. The factors are:

- Factor 1 Understanding the Requirement
  - Sub-Factor 1.1 Staffing Plan and Operational Support
  - Sub-Factor 1.2 Approach to Changing Workload
- Factor 2 Project Management
  - Sub-Factor 2.1 Key Positions/Personnel
  - Sub-Factor 2.2 Recruitment and Screening
- Factor 3 Quality and Contract Management
  - Sub-Factor 3.1: Quality Control Plan
  - Sub-Factor 3.2: Corrective Actions

B. Evaluation Criteria for Factors and Sub-Factors:

Factors will be rated by scoring each sub-factor on the scale of unsatisfactory to excellent. The evaluation will be conducted by assessing the strengths, weaknesses, and deficiencies that will result in a rating of 0 through 4 (in .25 increments only). To be rated as good the factors must meet the following criteria:

### **Factor 1 - Understanding the Requirement**

#### **Sub-factor 1-1: Staffing Plan and Operational Support:**

This sub-factor considers the overall management strategy to be employed by the offeror in accomplishing requirements defined in the PWS and resulting task orders.

The offeror demonstrates its understanding of the requirement by providing with their proposal an Operations/Personnel Management Plan that succinctly identifies company policy and addresses but is not limited to Policy of operation, managements interfaces with FAA representatives (CO, COR, TM), and other contractors as identified and in concert with the PWS and expressing the concept of the entire operation. This plan must clearly demonstrate that the contractor has policy in place that covers the range and complexity of tasks to be performed including, but not limited to, appropriateness and reasonableness of the offeror's plan for, administer and manage contract requirements.

**4.0 = Excellent:** The offer exceeds the fullest expectations of the FAA. The offeror has convincingly demonstrated that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, will result in an effective, efficient, and economical performance under the contract that is beneficial to the government. An assigned rating of "excellent" indicates that, in terms of the specific sub-factor, the offer contains no weaknesses.

**3.0 = Good:** The offer is fully compliant, with no significant weaknesses. Fulfilling the definition of "good" indicates that, in terms of the specific sub-factor (or factor), the offer demonstrates that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in a well-organized, effective manner that may prove to be beneficial to the FAA's program. An assigned rating of "good" indicates that, in terms of the specific sub-factor (or factor), the offer contains no significant weaknesses.

**2.0 = Satisfactory:** The offer adequately addresses most solicitation requirements, and may contain weaknesses. An assigned rating of "satisfactory" indicates that, in terms of the specific sub-factor (or factor), any weaknesses noted should not seriously affect the FAA's program. A rating of "satisfactory" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, and no weaknesses that could diminish the quality of the effort or increase the risks of failure. An assigned rating of "satisfactory" indicates that, in terms of the specific sub-factor (or factor), the offer contains some weaknesses.

**1.0 = Unsatisfactory:** The offer does not adequately address RFO requirements, and contains a significant number of deficiencies and weaknesses and/or major weaknesses within the specific sub-factor (or factor). The offeror's interpretation of the FAA's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect and is considered to impact the FAA's program negatively. The assignment of an unsatisfactory rating indicates that the offeror did not represent the evaluation criteria.

#### **Sub-factor 1-2: Approach to Changing Workload:**

Evaluation of this sub-factor will assess the appropriateness of offeror's plan for administration, management and provisions for changing workloads (New task orders, changes to on-going tasks.)

- a. the offeror provides a plan that demonstrates their capability to adapt to changing workloads in accordance with **PWS Section 6.0 & 6.1** and the process used to upsize or downsize the workforce in the time frames stated in the PWS. The plan must include the processes and procedures that the PM will use and how they will respond to new task requirements that arise and identify who is responsible for responding with appropriate resources in meeting the required delivery or placement of personnel.
- b. the offeror's proposed Operations/Personnel Management Plan addresses implementing and monitoring task orders requiring performance at locations remote to the Mike Monroney Aeronautical Center and how they will provide supervision thereby eliminate the appearance of a personal services contract.

**4.0 = Excellent:** The offer exceeds the fullest expectations of the FAA. The offeror has convincingly demonstrated that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, will result in an effective, efficient, and

economical performance under the contract that is beneficial to the government. An assigned rating of “excellent” indicates that, in terms of the specific sub-factor, the offer contains no weaknesses.

**3.0 = Good:** The offer is fully compliant, with no significant weaknesses. Fulfilling the definition of “good” indicates that, in terms of the specific sub-factor (or factor), the offer demonstrates that the RFO’s requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in a well-organized, effective manner that may prove to be beneficial to the FAA’s program. An assigned rating of “good ” indicates that, in terms of the specific sub-factor (or factor), the offer contains no significant weaknesses.

**2.0 = Satisfactory:** The offer adequately addresses most solicitation requirements, and may contain weaknesses. An assigned rating of “satisfactory” indicates that, in terms of the specific sub-factor (or factor), any weaknesses noted should not seriously affect the FAA’s program. A rating of “satisfactory” is used when there are no indications of exceptional features or innovations that could prove to be beneficial, and no weaknesses that could diminish the quality of the effort or increase the risks of failure. An assigned rating of “satisfactory ” indicates that, in terms of the specific sub-factor (or factor), the offer contains some weaknesses.

**1.0 = Unsatisfactory:** The offer does not adequately address RFO requirements, and contains a significant number of deficiencies and weaknesses and/or major weaknesses within the specific sub-factor (or factor). The offeror’s interpretation of the FAA’s requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect and is considered to impact the FAA’s program negatively. The assignment of an unsatisfactory rating indicates that the offeror did not represent the evaluation criteria.

## **Factor 2 – Project Management**

### **Sub-factor 2-1: Positions/Personnel:**

The intent of this sub-factor is to determine appropriateness of proposed contractor’s positions, personnel, and functions.

- a. Assess the offeror’s proposed project manager and alternate shall have a minimum of 3 year’s experience in management of similar support service contract(s) over \$400K/yr. and/or oversight of 12 Full time personnel per year of similar contract within last 10 years.
  - i. Provides résumés of key personnel that demonstrate that the PM and Alt. PM meet minimum requirements.
  - ii. States if any key personnel are dedicated to this requirement or are being assigned to other contracts.
  - iii. States if any key personnel have committed to the position (PM and alternate must be employees of the Prime Contractor.)
  - iv. Provides a statement that current personnel will remain for a minimum of 1 year. (or will provide personnel with experience that is equal to or exceeds that of the person identified.)
  - v. Identifies PM experience with references and contacts.
- b. the offeror’s PM or Alt. PM experience/skills demonstrates how they acquired an in depth knowledge of FAA standards and references used throughout the PWS by showing an awareness of how offeror’s personnel will support FIS FAA’s flight program support and

FAA's aircraft maintenance systems and procedures currently in place and the responsibility project manager has for oversight of each task. Both require a minimum of 4-year college degree or at least 8-year's experience on-the-job managing similar type requirements.

c. Assess other key personnel resumes to verify that they can perform duties in accordance with the PWS. The resume shall include the following:

- i. Name of key personnel person;
- ii. Proposed Labor Category;
- iii. Role/Responsibility;
- iv. Education (in reverse chronological order with attendance dates, degree(s)/certification(s) received, major field(s) of study); and,
- v. Relevant experience (in reverse chronological order with employer and title of position, starting and ending dates (month/year) and a concise description of experience related to the requirements of their proposed position).

d. The offeror explains how they intend to meet the 2 hour minimum requirement established in PWS 6.1.d. for on-site meetings with the PM or Alt. PM and CO or COR.

**4.0 = Excellent:** The offer exceeds the fullest expectations of the FAA. The offeror has convincingly demonstrated that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, will result in an effective, efficient, and economical performance under the contract that is beneficial to the government. An assigned rating of "excellent" indicates that, in terms of the specific sub-factor, the offer contains no weaknesses.

**3.0 = Good:** The offer is fully compliant, with no significant weaknesses. Fulfilling the definition of "good" indicates that, in terms of the specific sub-factor (or factor), the offer demonstrates that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in a well-organized, effective manner that may prove to be beneficial to the FAA's program. An assigned rating of "good" indicates that, in terms of the specific sub-factor (or factor), the offer contains no significant weaknesses.

**2.0 = Satisfactory:** The offer adequately addresses most solicitation requirements, and may contain weaknesses. An assigned rating of "satisfactory" indicates that, in terms of the specific sub-factor (or factor), any weaknesses noted should not seriously affect the FAA's program. A rating of "satisfactory" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, and no weaknesses that could diminish the quality of the effort or increase the risks of failure. An assigned rating of "satisfactory" indicates that, in terms of the specific sub-factor (or factor), the offer contains some weaknesses.

**1.0 = Unsatisfactory:** The offer does not adequately address RFO requirements, and contains a significant number of deficiencies and weaknesses and/or major weaknesses within the specific sub-factor (or factor). The offeror's interpretation of the FAA's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect and is considered to impact the FAA's program negatively. The assignment of an unsatisfactory rating indicates that the offeror did not represent the evaluation criteria.



**Sub-factor 2-2: Recruitment, Screening and Maintaining:**

This sub-factor evaluates the adequacy of the offeror's proposed methods of recruiting, screening, and maintaining prospective employees to ensure that only qualified and effective personnel will be considered to perform the services required by task orders and changes.

- a. the offeror demonstrates that it recognizes the difficulty that may be encountered in finding and maintaining highly qualified personnel that are capable of fulfilling complex task order requirements, and identifies multiple methodologies or sources that will be utilized to recruit potential employees, to include lines of supervision/command, company incentives, compensation packages, hiring, firing, evaluation of personnel, up-sizing, down-sizing policy and procedures.
- b. the offeror demonstrates multiple screening techniques that will be utilized to identify high quality potential employees which meet the requirements identified in **PWS Section 7**.
  - i. Identifies the compensation package for all labor hour categories.
  - ii. Identifies HR plan and statistics.
  - iii. Identifies recruitment plan, retention rates, and benefits compensation plan.
  - iv. Identifies the incentive programs that will be used to keep contractor employees positive toward employer.
  - v. Explains the contractor training program and how contractor intends to keep contractors trained to the latest technology.
  - vi. Explains the recruitment methods, especially for the hard to fill positions in FICO.

**4.0 = Excellent:** The offer exceeds the fullest expectations of the FAA. The offeror has convincingly demonstrated that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, will result in an effective, efficient, and economical performance under the contract that is beneficial to the government. An assigned rating of "excellent" indicates that, in terms of the specific sub-factor, the offer contains no weaknesses.

**3.0 = Good:** The offer is fully compliant, with no significant weaknesses. Fulfilling the definition of "good" indicates that, in terms of the specific sub-factor (or factor), the offer demonstrates that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in a well-organized, effective manner that may prove to be beneficial to the FAA's program. An assigned rating of "good" indicates that, in terms of the specific sub-factor (or factor), the offer contains no significant weaknesses.

**2.0 = Satisfactory:** The offer adequately addresses most solicitation requirements, and may contain weaknesses. An assigned rating of "satisfactory" indicates that, in terms of the specific sub-factor (or factor), any weaknesses noted should not seriously affect the FAA's program. A rating of "satisfactory" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, and no weaknesses that could diminish the quality of the effort or increase the risks of failure. An assigned rating of "satisfactory" indicates that, in terms of the specific sub-factor (or factor), the offer contains some weaknesses.

**1.0 = Unsatisfactory:** The offer does not adequately address RFO requirements, and contains a significant number of deficiencies and weaknesses and/or major weaknesses within the specific sub-factor (or factor). The offeror's interpretation of the FAA's requirements is so superficial, incomplete,

vague, incompatible, incomprehensible, or incorrect and is considered to impact the FAA's program negatively. The assignment of an unsatisfactory rating indicates that the offeror did not represent the evaluation criteria.

### **Factor 3 – Quality and Contract Management**

**Sub-factor 3-1: Quality Control Plan:** This sub-factor assesses the draft quality control plan (attachment to technical proposal) as it applies to the PWS requirements. The evaluation will assess the adequacy of the overall quality of proposed services; if employee performance and cost will be monitored effectively; if contractors proposed phase-in plan defines a realistic approach for transition to full contract performance; if relationships with government personnel and support contractors are effective and realistic; and how the plan will be implemented and maintained effectively.

- a. The offeror's plan for implementation of policy and procedures demonstrates their understanding of and commitment to quality performance as defined in the PWS, Section 6.5.
- b. the offeror's transition plan addresses how the contractor will perform transition, phase-in and phase-out for all on-going tasks and how the offeror will accomplish phase-in within 30 working days after contract award and also address a phase-in plan with a compressed schedule of 15 working days.

**4.0 = Excellent:** The offer exceeds the fullest expectations of the FAA. The offeror has convincingly demonstrated that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, will result in an effective, efficient, and economical performance under the contract that is beneficial to the government. An assigned rating of "excellent" indicates that, in terms of the specific sub-factor, the offer contains no weaknesses.

**3.0 = Good:** The offer is fully compliant, with no significant weaknesses. Fulfilling the definition of "good" indicates that, in terms of the specific sub-factor (or factor), the offer demonstrates that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in a well-organized, effective manner that may prove to be beneficial to the FAA's program. An assigned rating of "good" indicates that, in terms of the specific sub-factor (or factor), the offer contains no significant weaknesses.

**2.0 = Satisfactory:** The offer adequately addresses most solicitation requirements, and may contain weaknesses. An assigned rating of "satisfactory" indicates that, in terms of the specific sub-factor (or factor), any weaknesses noted should not seriously affect the FAA's program. A rating of "satisfactory" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, and no weaknesses that could diminish the quality of the effort or increase the risks of failure. An assigned rating of "satisfactory" indicates that, in terms of the specific sub-factor (or factor), the offer contains some weaknesses.

**1.0 = Unsatisfactory:** The offer does not adequately address RFO requirements, and contains a significant number of deficiencies and weaknesses and/or major weaknesses within the specific sub-factor (or factor). The offeror's interpretation of the FAA's requirements is so superficial, incomplete,

vague, incompatible, incomprehensible, or incorrect and is considered to impact the FAA's program negatively. The assignment of an unsatisfactory rating indicates that the offeror did not represent the evaluation criteria.

#### **Sub-factor 3-2: Corrective Actions:**

Evaluate actions proposed by offeror to eliminate problems identified by FIS regarding the quality of contract management or task performance.

- a. the offeror's plans addresses a system/procedure to monitor the quality of task performance and prevent unsatisfactory task performance before the level of performance becomes unacceptable to FIS. Approach should address realism and timeliness of corrective action(s).
- b. the plan includes corrective action(s) identified for removal of contract personnel from management or tasks orders if their performance is unsatisfactory to the government.

**4.0 = Excellent:** The offer exceeds the fullest expectations of the FAA. The offeror has convincingly demonstrated that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, will result in an effective, efficient, and economical performance under the contract that is beneficial to the government. An assigned rating of "excellent" indicates that, in terms of the specific sub-factor, the offer contains no weaknesses.

**3.0 = Good:** The offer is fully compliant, with no significant weaknesses. Fulfilling the definition of "good" indicates that, in terms of the specific sub-factor (or factor), the offer demonstrates that the RFO's requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in a well-organized, effective manner that may prove to be beneficial to the FAA's program. An assigned rating of "good" indicates that, in terms of the specific sub-factor (or factor), the offer contains no significant weaknesses.

**2.0 = Satisfactory:** The offer adequately addresses most solicitation requirements, and may contain weaknesses. An assigned rating of "satisfactory" indicates that, in terms of the specific sub-factor (or factor), any weaknesses noted should not seriously affect the FAA's program. A rating of "satisfactory" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, and no weaknesses that could diminish the quality of the effort or increase the risks of failure. An assigned rating of "satisfactory" indicates that, in terms of the specific sub-factor (or factor), the offer contains some weaknesses.

**1.0 = Unsatisfactory:** The offer does not adequately address RFO requirements, and contains a significant number of deficiencies and weaknesses and/or major weaknesses within the specific sub-factor (or factor). The offeror's interpretation of the FAA's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect and is considered to impact the FAA's program negatively. The assignment of an unsatisfactory rating indicates that the offeror did not represent the evaluation criteria.

## **M.6 PAST PERFORMANCE EVALUATION AND PERFORMANCE RISK ASSESSMENT**

(a) Each offeror's past performance will be evaluated and rated using the following Past Evaluation Factor and sub-factors. The sub-factors are of equal importance.

### **Factor 4 – Past Performance**

Sub-Factor 4.1 – Relevancy and Experience of Similar Systems

Sub-Factor 4.2 – Customer Satisfaction

## **M.7 COST/PRICE ASSESSMENT AND EVALUATION**

The Government will confirm the accuracy of each offeror's total price calculation and assess the realism and reasonableness of the proposed costs for the unit prices in addition to assessing the total evaluated price for performing all services. The Government may make adjustments for any mathematical errors discovered in the price evaluation process. The total evaluated price will consist of the total of the Base year period and Option years One (1) through Four (4).

## **M.8 VOLUME II - PAST PERFORMANCE EVALUATION**

Assessment of offeror's past experience and performance on contracts/programs for similar requirements. Assessment of offer's current workload and performance on contracts for similar projects or requirements. Each offeror's past performance will be evaluated and rated using the numerical scoring system for the following Past Performance Evaluation factor and sub-Factors:

### **Factor 4 – Past Performance**

#### **Sub-Factor 4.1 – Relevancy and Experience of Similar Systems**

A distinction is made between past performance and experience. Experience simply means an offeror has "done it." Past performance represents "how well" an offeror accomplished the effort. Of additional importance is that past performance and experience must be current and relevant, as well as comparable in scope and magnitude to that described in the PWS.

The offeror's past performance will be evaluated as follows:

(a) Experience: Relevant past and present contracts performed for federal, state, or local governments or commercial sources currently involving effort of similar complexity. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort.

(b) Specific Content: Aspects of the contracts identified that are deemed relevant to the proposed effort, which may include a discussion of significant achievement or explain past efforts to identify and manage problems. Including any information not previously covered that will enhance the evaluator's understanding.

(c) Relevancy: Effective evaluation will involve an initial determination of relevancy. A relevancy determination of an offeror's current/past performance and experience will include, as

applicable the extent of its subcontractor(s)/teaming partner(s). The FAA may use the data provided by other sources in assessing risk associated with past performance and experience.

The following criteria may assist in the Evaluation Team's determination of relevancy.

- Very Relevant - Involved the magnitude of effort and complexities that are essentially what the SIR requires and are currently ongoing or were completed within the last 5 years. Relevancy will also be looked at in terms of Contract Value.
- Relevant - Involved less magnitude of complexities, including most of what this SIR requires and was completed within the last 5 years. Relevancy will also be looked at in terms of Contract Value.
- Semi-Relevant - Involved much less magnitude of effort and complexities, including some of what this SIR requires and was completed within the last 5 years. Relevancy will also be looked at in terms of Contract Value.
- Non-Relevant - Did not involve any aspects of the above.

NOTE: Relevance to SIR requirements is considered more important than dollar value to employee ratio.

The Evaluation Team may use both the information provided in the offeror's Past Performance proposal volume and information obtained from other sources, such as the Contractor Performance System (CPS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources. In the case of an offeror without a record of recent and relevant past performance or for whom information on past performance is not available; the offeror may not be evaluated favorably or unfavorably on past performance.

In general, past performance will be evaluated on the extent of customer satisfaction with the previous performance of the offeror, the offeror's quality of previously performed services, the offeror's ability to control costs and manage contract activities, and the offeror's effectiveness in meeting schedules in providing services and products.

#### **Sub-Factor 4.2 – Customer Satisfaction**

To evaluate Customer Service, the FAA will rely on past performance questionnaires completed by the Offeror's references as required per Section L.7. Questionnaires shall be sent to each Point of Contact (POC) provided in the offeror's Past Performance Proposals, preferably via fax or e-mail. Upon receipt of responses to the questionnaires, the responses received shall be scored for each question on the questionnaires utilizing the Past Performance Scoring Key. The burden of providing valid, accurate past performance information rests with the offerors and the information provided through their references.

The assessment process will result in a consensus score correlating to an overall performance confidence assessment of "High Confidence", "Satisfactory Confidence", "Unknown Confidence", "Little Confidence", or "No Confidence." The numerical ratings must support the following described assumptions:

Rating	Description
4	HIGH CONFIDENCE Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.

3	SATISFACTORY CONFIDENCE Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
2	UNKNOWN CONFIDENCE No performance record is identifiable.
1	LITTLE CONFIDENCE Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
0	NO CONFIDENCE

## M.9 VOLUME III - COST/PRICE/BUSINESS PROPOSAL EVALUATION

- (a) The Cost/Price/Business proposals will be evaluated by the CO. An evaluated assessment will be made independently for each proposal of the cost/pricing resented by each Cost/Price Proposal.
- (b) The separate price/cost proposals in support of all items identified in Section B will be reviewed for completeness of data, reasonableness of allocation, realism of cost, realistic information and balanced pricing. Specifically, the FAA will assess each cost/price proposal to ensure that data provided are sufficient to allow complete price analysis and evaluation of proposed prices and include all information required by Section L of the SIR. If reasonableness of price is not determined through adequate price competition, then the FAA will require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

### **Factor 5 – Cost/Price**

1. ***Completeness:-*** Review of the proposal to ensure data provided are sufficient to allow complete analysis and evaluation of proposed costs and include all. Information as requested in SIR.
2. ***Reasonableness:*** Price analysis will be performed to determine the reasonableness of the offeror's price proposal. Reasonableness will be based on the total cost/price.
3. ***Realism:*** Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.
4. ***Unrealistically Low Costs or Prices:*** Unrealistically low proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.
5. ***Unbalanced Pricing:*** Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk, and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluation price, the price of one or more CLINs is significantly over or under, as indicated by the application of cost or price analysis techniques. The Government may analyze offers to determine whether they are unbalanced with respect to the technical proposal and the proposed prices. Offers

that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

#### **M.10 BEST VALUE SELECTION DECISION**

(a) The offer that provides the overall “best value” to the government will be selected. Therefore, the successful offer may not necessarily be the lowest priced offer. The evaluation results of the Technical Evaluation Factors (Factor 1-3) and Past Performance Risk Assessment (Factor 4) are significantly more important than cost/price (Factor 5) in determining the “Best Value” to the Government; however, cost/price will contribute substantially to the selection decision. A higher priced proposal may be selected for award where price becomes relatively more important as the difference in technical scores decreases. A determination of overall best value will also include an assessment of risk.

(b) The Government reserves the right to award the contract to an offeror submitting other than the lowest priced proposal.

#### **M.11 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007) CLA.0250**

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

#### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.4-31 Evaluation of Options (April 1996)

3.3.1-30 Progress Payments Not Included (November 1997)